

Page 1

CITY OF CORAL GABLES
 LOCAL PLANNING AGENCY (LPA)/
 PLANNING AND ZONING BOARD MEETING
 VERBATIM TRANSCRIPT
 WEDNESDAY, AUGUST 10, 2022, COMMENCING AT 6:06 P.M.

Board Members Present:
 Robert Behar, Vice Chairman
 Luis Revuelta
 Venny Torre
 Wayne "Chip" Withers

City Staff and Consultants:
 Jill Menendez, Administrative Assistant, Board Secretary
 Jennifer Garcia, City Planner
 Arceli Redila, Zoning Administrator
 Suramy Cabrera, Director of Development Services,
 via Zoom
 Craig Collier, Special Counsel

Also Participating:

Laura Russo, Esq., on behalf of Item E-1
 Nina Boniske, Esq.

Page 2

1 THEREUPON:
 2 (The following proceedings were held.)
 3 MR. BEHAR: We'll call this meeting to
 4 order. Good evening, everybody. This Board is
 5 comprised of seven members. Four Members of
 6 the Board shall constitute a quorum. Today we
 7 do have four members, so we do have a quorum.
 8 The affirmative vote of four members should be
 9 necessary for the adoption of any motion. If
 10 only four members are present, the applicant
 11 may request and be entitled to a continuance to
 12 the next regularly scheduled meeting of the
 13 Board. If the matter is continued due to a
 14 lack of quorum, the Chairperson or Secretary of
 15 the Board may set a Special Meeting to consider
 16 such matter.
 17 In the event that four votes are not
 18 obtained, an applicant may request a
 19 continuance or we will allow the applicant to
 20 proceed to the City Commission without a
 21 recommendation.
 22 Pursuant to Resolution 2021-118 of the City
 23 of Coral Gables, it has returned to a
 24 traditional in-person meeting. Accordingly,
 25 any individual wishing to provide sworn

Page 3

1 testimony should be present physically in the
 2 City Commission Chamber. However, the Planning
 3 and Zoning Board has established the ability
 4 for the public to provide comment, non-sworn,
 5 without evidentiary value, virtually.
 6 Accordingly, only individuals who wish to
 7 provide public comment in this format may
 8 appear and provide those comments via Zoom.
 9 Lobbyist Registration and Disclosure, any
 10 person who acts as a lobbyist, pursuant to the
 11 City of Coral Gables Ordinance 2006-11, must
 12 register with the City Clerk prior to engaging
 13 in any lobbying activity or presentation before
 14 City Staff, Board, Committees and/or City
 15 Commission. A copy of the Ordinance is
 16 available in the Office of the City Clerk.
 17 Failure to register and provide proof of
 18 registration should prohibit your ability to
 19 present to the Board.
 20 As Vice Chair, I now officially call the
 21 City of Coral Gables Planning and Zoning Board
 22 Meeting of August 10, 2022 to order. The time
 23 is 6:06.
 24 Jill, can you please call the roll?
 25 THE SECRETARY: Alex Bucelo?

Page 4

1 Claudia Miro?
 2 Luis Revuelta?
 3 MR. REVUELTA: Present.
 4 THE SECRETARY: Venny Torre?
 5 MR. TORRE: Here.
 6 THE SECRETARY: Chip Withers?
 7 MR. WITHERS: Here.
 8 THE SECRETARY: Eibi Aizenstat?
 9 Robert Behar?
 10 MR. BEHAR: Here.
 11 Notice regarding Ex Parte Communication.
 12 Please be advised that this Board is a
 13 quasi-judicial Board, which requires Board
 14 Members to disclose all ex parte communication
 15 and site visits. An ex parte communication is
 16 defined as any contact, communication,
 17 conversation, correspondence, memorandum or
 18 written or verbal communication that takes
 19 place, outside of a public hearing, between a
 20 member of the public and a member of the
 21 quasi-judicial Board regarding matters to be
 22 heard by the Board. If anyone made any contact
 23 with a Board Member regarding an issue before
 24 the Board, the Board Member must state, on the
 25 record, the existence of the ex parte

1 communication and the party who originated the
 2 communication.
 3 Also, if a Board Member conducted a site
 4 visit specifically related to the case before
 5 the Board, the Board Member must also disclose
 6 such visit. In either case, the Board Member
 7 must state, on the record, whether the ex parte
 8 communication and/or site visit will affect the
 9 Board Member's ability to impartially consider
 10 the evidence to be presented regarding the
 11 matter. The Board Member shall also state that
 12 his or her decision will be based on
 13 substantial competent evidence and testimony
 14 presented on the record today.
 15 Does any Board Member have such
 16 communication or site visit to disclose at this
 17 time?
 18 MR. REVUELTA: No.
 19 MR. BEHAR: None.
 20 Swearing in, anyone who speaks this evening
 21 must complete the roster on the podium. We ask
 22 that you print clearly, so that the official
 23 record of your name and address will be
 24 correct.
 25 Now, with the exceptions of the attorney,

1 all persons physically in the Commission
 2 Chamber, who will speak on the agenda item
 3 before us tonight, please rise to be sworn in.
 4 (Thereupon, the participant was sworn.)
 5 MR. BEHAR: Zoom platform participants, I
 6 will ask any person wishing to speak on
 7 tonight's agenda to please open your chat and
 8 send a direct message to Jill Menendez, stating
 9 that you would like to speak before the Board,
 10 and include your full name. Jill will call you
 11 when it's your turn to speak. I'd ask to be
 12 concise, for the interest of time.
 13 Phone platform participants, after the Zoom
 14 participants are done, I will ask the phone
 15 participants to comment on tonight's agenda
 16 item. I also ask to be concise, for the
 17 interest of time.
 18 At this time, I will ask for approval of
 19 the minutes of -- Jill, what exactly is the
 20 date, July --
 21 THE SECRETARY: June 21st, 2022.
 22 MR. BEHAR: Thank you, Jill.
 23 Do I have a motion for approval of the
 24 minutes?
 25 MR. REVUELTA: Moved.

1 MR. WITHERS: Second.
 2 MR. BEHAR: Can you please call the roll?
 3 THE SECRETARY: Luis Revuelta?
 4 MR. REVUELTA: Yes.
 5 THE SECRETARY: Venny Torre?
 6 MR. TORRE: Yes.
 7 THE SECRETARY: Chip Withers?
 8 MR. WITHERS: Yes.
 9 THE SECRETARY: Robert Behar?
 10 MR. BEHAR: Yes.
 11 The procedure that we will use tonight, we
 12 will have identification of the agenda by
 13 Mr. Coller, presentation by Staff, presentation
 14 by the applicant or agent, open to the public
 15 comments in Chamber, Zoom platform, phone
 16 platform, close public comments. We will have
 17 Board discussion, then we will do a motion and
 18 discussion, the second motion, and the Board's
 19 final comments, and then we will take the vote.
 20 THE SECRETARY: Excuse me, Mr. Chair. We
 21 also have minutes for July 13 for approval.
 22 MR. BEHAR: Okay. Do I have a motion for
 23 the July 13th minutes approval?
 24 MR. WITHERS: I'll move it.
 25 MR. REVUELTA: Second.

1 THE SECRETARY: Venny Torre?
 2 MR. TORRE: Yes.
 3 THE SECRETARY: Chip Withers?
 4 MR. WITHERS: Yes.
 5 THE SECRETARY: Luis Revuelta?
 6 MR. REVUELTA: Yes.
 7 THE SECRETARY: Robert Behar?
 8 MR. BEHAR: Yes.
 9 With that, Mr. Coller, can you start the
 10 agenda items?
 11 MR. COLLER: Just a couple of housekeeping
 12 measures. Because we have four members
 13 present, first of all, you should be aware,
 14 there are no Comp Plan Amendments tonight. So
 15 the problem that we had previously with only
 16 four members is not present in this case. If
 17 you have less than four members, then you don't
 18 have a recommendation on a particular item.
 19 If you have an item, and you have less than
 20 four, you can still try to reach four, with a
 21 different motion, if you so choose. So I'm
 22 mentioning it now, in advance, in the case that
 23 this should happen this evening.
 24 So if there's any questions, you just let
 25 me know as we go along.

Page 9

1 MR. BEHAR: So if we don't get four votes
 2 on an item, can we continue that item for the
 3 next meeting, that we could have more members?
 4 MR. COLLER: You could choose -- you
 5 could -- we'd have to take a new motion to
 6 continue the item, but you could continue it to
 7 the next meeting. There may be some time
 8 sensitivity to some of these items. So let's
 9 see if we have four votes and we'll cross that
 10 bridge when we get to it.
 11 MR. BEHAR: Okay. And, I guess, before we
 12 start, I want to acknowledge and thank
 13 Mr. Bucelo for the time that he served on the
 14 Board. As of last Friday, Mr. Bucelo came off
 15 the Board, but we want to thank him for his
 16 participation while we've had him here.
 17 MR. COLLER: Okay. Item E-1, an Ordinance
 18 of the City Commission, Florida providing for a
 19 text amendment to the City of Coral Gables
 20 Official Zoning Code by amending Appendix A,
 21 "Site Specific Zoning Regulations," Section
 22 A-94, "Snapper Creek Lakes", to exempt platted
 23 lots within Snapper Creek Lakes from the
 24 Building Site Determination process, providing
 25 for severability, repeater, codification and an

Page 11

1 because they had a tennis court on one property
 2 and that's --
 3 MR. WITHERS: I'm sorry, are you saying
 4 they were rejected because of what?
 5 MS. GARCIA: It's two properties, and one
 6 had a tennis court accessory use to the same
 7 house, that is torn down now, the house there.
 8 So they were rejected, as far as complying with
 9 the requirements for the building site
 10 determination.
 11 MR. BEHAR: Okay.
 12 MS. GARCIA: So this text amendment will
 13 affect three properties. The applicant is the
 14 one to the south. I think it's Lakeside,
 15 but -- the south lake, that's in the middle.
 16 It's shaped -- yes, and also two properties on
 17 the north part of Snapper Creek.
 18 MR. BEHAR: And let me ask a question.
 19 MS. GARCIA: Yes.
 20 MR. BEHAR: Based on the exhibit you're
 21 showing up, these property seems to be double
 22 the size of the other property adjacent to it;
 23 is that correct?
 24 MS. GARCIA: Right. So what you're seeing
 25 are two platted lots that are considered one

Page 10

1 effective date. Item E-1, public hearing.
 2 MR. BEHAR: Jennifer.
 3 MS. GARCIA: My PowerPoint, please.
 4 All right. I'm going to go fast.
 5 Okay. So Snapper Creek is down south,
 6 between Snapper Creek, Village of Pinecrest and
 7 Old Cutler Boulevard.
 8 Now, this is what it looks like as an
 9 aerial. You can see it's very lush. There's
 10 large lots in the area. And these are the two
 11 properties that Laura is going to talk about
 12 when she is up here. I was expecting her to go
 13 first, but these are two properties that the
 14 applicants are requesting a Text Amendment to
 15 the Site Specifics.
 16 The proposed amendment is basically saying
 17 that all platted lots at the date of annexation
 18 in 1996 will be exempt from the building site
 19 determination process.
 20 So the Zoning Code in Coral Gables is a
 21 very specific process that requires any vacant
 22 lot in single-family or duplex to go through a
 23 building site determination through City Staff,
 24 and it's a little tedious, and they've gone
 25 through the process. They were rejected,

Page 12

1 site right now.
 2 MR. BEHAR: Okay. And typically what are
 3 the size of the other lots in comparison to
 4 these lots?
 5 MS. GARCIA: So Snapper Creek, as
 6 subdivided, is one acre lots. Many of them are
 7 much larger than one acre.
 8 MR. BEHAR: And this property that we're
 9 looking at, how big are those --
 10 MS. GARCIA: Two acres plus.
 11 MR. BEHAR: Okay.
 12 MS. GARCIA: Right? Because each platted
 13 lot is one acre.
 14 MR. TORRE: To clear up the way that this
 15 came about, you're saying that the tennis court
 16 made that -- the two lots together became the
 17 one site?
 18 MS. GARCIA: Right.
 19 (Simultaneous speaking.)
 20 MR. TORRE: They're calling it one site
 21 because that --
 22 MS. RUSSO: When I give my presentation, we
 23 will get to that.
 24 MR. TORRE: Thank you.
 25 MR. WITHERS: So is Staff rejecting the one

1 lot or are they rejecting the overall of
 2 both --
 3 MS. GARCIA: They rejected it as a
 4 buildable site for just half of it. So they
 5 came in for Lot 6 --
 6 MS. RUSSO: Building site determination.
 7 MS. GARCIA: Lot 6, the south part, Lot
 8 8 --
 9 MS. RUSSO: My client owns Lot 8 and they
 10 said, if you are going to amend the Code --
 11 MR. BEHAR: Laura, speak into the mike, and
 12 state your name, for the record.
 13 MS. RUSSO: Okay. Absolutely.
 14 Good evening, Mr. Chairman and Members of
 15 the Board. For the record, Laura Russo, with
 16 offices at 2334 Ponce de Leon Boulevard. I am
 17 here this evening representing Alex Alvarez and
 18 Maribety Alvarez, who are the owners of Lot
 19 7 --
 20 MR. WITHERS: And that's the one on the
 21 lake?
 22 MS. RUSSO: I'm sorry, Lot 8. I don't --
 23 MR. WITHERS: There it is.
 24 MS. RUSSO: There we go. Lot 8, Block 1,
 25 Snapper Creek Subdivision. Also, as part of

1 subparagraphs, subsection, of the Site
 2 Specifics, called Building Site, and clarifying
 3 that sentence that kind of explains what
 4 they're trying to do, but not really, striking
 5 through that and having the three new sentences
 6 there to clarify the intent.
 7 MR. WITHERS: So they're trying to split
 8 the lots? Is that what you're saying?
 9 MS. GARCIA: They're trying to develop the
 10 platted lots as single lots.
 11 MR. WITHERS: Right. Well, now it's
 12 together. They want to have two separate
 13 buildings.
 14 MR. BEHAR: They're not -- the lots are
 15 split. They're platted individually.
 16 MS. RUSSO: Right.
 17 MR. REVUELTA: The tennis court platted it
 18 together.
 19 MR. WITHERS: I understand.
 20 MS. GARCIA: They're not unified.
 21 MR. WITHERS: That there was no unification
 22 of title, I assume.
 23 MS. GARCIA: Correct.
 24 MS. RUSSO: There was not.
 25 MS. GARCIA: And they have a separate folio

1 this application, is the property owner
 2 immediately next door, which is Lot 7, and that
 3 is owned by Karla Dascal and her attorney, Nina
 4 Boniske, is here.
 5 When my client --
 6 MR. BEHAR: Let me have Staff finish, and
 7 then I'll ask for your --
 8 MS. RUSSO: Okay.
 9 MS. GARCIA: No, it's okay. It's okay.
 10 So the review time started, obviously, in
 11 Planning and Zoning, because it's a Text
 12 Amendment. It will go to Commission in a
 13 couple of weeks for First Reading.
 14 Letters to property owners were sent within
 15 Snapper Creek itself, to all of the 127
 16 properties, and, again, two times for mailings,
 17 one time for website posting.
 18 So Staff finds it consistent, based on the
 19 Comprehensive Plan, as far as property rights
 20 go, given the fact of the history of Snapper
 21 Creek and the intent when it was annexed in
 22 1996.
 23 We recommend approval with conditions, and
 24 the condition is very simple, is to
 25 locate these three sentences, putting existing

1 number.
 2 MR. TORRE: They were sold to two different
 3 individuals?
 4 MS. GARCIA: Correct.
 5 MS. RUSSO: Right.
 6 MR. WITHERS: Okay. I got it. There was
 7 no unification of title, so they're not asking
 8 to split the lots, and because there was an
 9 encumbrance of a tennis court at one time, the
 10 City is not taking the position that there was
 11 a structure that held the two lots together, is
 12 that correct?
 13 MS. GARCIA: Correct.
 14 MR. WITHERS: So there's no fences or
 15 driveways or structures. There was an existing
 16 tennis court, that was removed, and now it's
 17 gone.
 18 MS. GARCIA: Right. Exactly.
 19 MR. WITHERS: Okay. But they are two
 20 separately platted lots?
 21 MS. GARCIA: With two separate folios.
 22 MR. WITHERS: Owned by two different
 23 people?
 24 MS. GARCIA: Yes.
 25 MR. REVUELTA: Two folio numbers.

Page 17

1 MR. BEHAR: Okay.

2 MS. RUSSO: I'll give you a history.

3 MR. WITHERS: Okay. No, I just want to

4 make sure I'm on Staff's -- I got it. Okay.

5 MR. BEHAR: Does that conclude --

6 MS. GARCIA: Yes, it does.

7 MR. BEHAR: Okay. Thank you, Jennifer.

8 Now we're going to open it up to the

9 applicant. Ms. Russo.

10 MR. RUSSO: So to give a little history,

11 that I think will clarify and answer a lot of

12 the questions, the subject properties are two

13 platted lots. They've always been platted

14 lots. My clients' lot is 57,500 square feet

15 platted, and the neighboring property, the

16 other vacant lot, is 62,000 square feet, also a

17 platted lot. So the minimum in Snapper Creek

18 is one acre, but most of the properties are

19 significantly over an acre as platted lots.

20 So my client bought the lot in December of

21 2020, and it was a vacant lot. He had a real

22 estate attorney represent him. And there was

23 nothing on title that in any way indicated that

24 this property was tied to the adjacent lot.

25 The adjacent lot was purchased in August of

Page 19

1 as a separate building site. And when my

2 client hired an architect and had plans

3 processed and submitted his preliminary plans

4 to the City of Coral Gables, it was when he was

5 advised that it could not move forward, because

6 this property was once a part of the adjacent

7 lot and could not be developed separately. He

8 needed to get a building site determination.

9 The architect submitted for a building site

10 determination and it was turned down.

11 So I went to visit the City Attorney, and

12 we discussed how the annexation and the

13 specific Site Specifics for Snapper Creek were

14 there, because at the time Snapper Creek was

15 very worried that their way of life and their

16 restrictions, which are much greater than the

17 City of Coral Gables, would go away. And so

18 there is a whole section of Site Specifics for

19 Snapper Creek. For example, one of the biggest

20 is, their lot coverage is only 15 percent.

21 We're used to, in the rest of Coral Gables,

22 it's 35 percent, and with auxiliary structures,

23 you get 45 percent. In Snapper Creek, it's

24 fifteen percent and five is your auxiliary

25 structures. So that's what retains the very

Page 18

1 2021. Again, that owner, Karla Dascal, was

2 represented by a real estate attorney. There

3 were no unities of title, no restrictive

4 covenant, nothing.

5 The property was improved with a house in

6 1970, and sometime between 1970 -- a few years

7 later -- Snapper Creek was annexed in 1996 -- a

8 tennis court was built on the adjacent lot. At

9 no time, did either the house or the tennis

10 court violate any of the setbacks.

11 MR. WITHERS: Violate any of, what?

12 MS. RUSSO: Any of the setbacks, any

13 setback.

14 MR. WITHERS: Okay.

15 MS. RUSSO: So Snapper Creek has its own

16 setback restriction.

17 So the owner of the lot, in 2018, applied

18 for a demolition permit, obtained that permit,

19 demolished both structures, and then put the

20 property on the market and sold it. Both

21 properties were sold, one each, to different

22 individuals.

23 They submitted their application to the

24 Snapper Creek Homeowners Association, which

25 requires approval. They treated each property

Page 20

1 Hammocky nature of Snapper Creek, which they've

2 never wanted to lose, which was why they were

3 assured that all of their specific requirements

4 would be incorporated via the Site Specifics.

5 And so we have this situation where, in

6 Dade County, because there was no unity of

7 title, there was nothing that tied the

8 properties together, no permits were pulled in

9 the City of Coral Gables that tied the

10 properties together --

11 MR. WITHERS: So that was my question. So

12 the tennis court was built without a permit?

13 MR. RUSSO: It was built with a permit, but

14 under the County. It wasn't built -- it was

15 built way before the property was annexed.

16 MR. WITHERS: 1970 something.

17 MS. RUSSO: Yeah, in '70 something.

18 MR. REVUELTA: And was it built by the

19 owner of the lot next to it?

20 MS. RUSSO: Yes, it was built by the

21 owner -- so the house was built in --

22 MR. BEHAR: There's no unity of title

23 attached to --

24 MR. RUSSO: No unity of title. I contacted

25 and I have writings from both real estate

1 attorneys. I know them well. There were no
 2 unities of title. That obviously would have
 3 alerted them immediately.
 4 So, at the time, in the County, if you had
 5 a tennis court, and you tore the tennis court
 6 down, you could sell that property and it would
 7 be a buildable lot. Not in the Gables, but in
 8 the County, you would have.
 9 MR. WITHERS: Okay.
 10 MS. RUSSO: So it was never the intent to
 11 take away that ability.
 12 Now, if you build -- like we have here, if
 13 you own one lot and you buy the lot next door
 14 and you build a house that crosses over, okay,
 15 different story, but in Snapper Creek, as long
 16 as you build within that property and your
 17 accessory use is within, you know, the setback
 18 lines, at the demolition of the accessory use,
 19 that becomes a buildable lot.
 20 And so, you know, in order to be able to
 21 have both property owners be able to use their
 22 property, this was the way to do it. And
 23 there's only three other properties, as
 24 Jennifer mentioned, that could possibly be
 25 affected. One of them is a gentleman who owns

1 demolition also took it out of the ability to
 2 get a Conditional Use.
 3 So it was never the intent, when Snapper
 4 Creek was annexed, that it would be deprived of
 5 the rights that it had at the time.
 6 MR. WITHERS: I don't understand something,
 7 Laura.
 8 MS. RUSSO: Yes.
 9 MR. WITHERS: If they're two separate
 10 owners, the lots are already split.
 11 MS. RUSSO: Well, correct.
 12 MR. WITHERS: What do you mean you're
 13 trying to remove yourself of the requirement of
 14 the lot separation process, since they're
 15 already split?
 16 MS. RUSSO: Well, because when they went to
 17 submit the plans for the architectural board
 18 for one lot, the City said, we will not accept
 19 them, because we still think they are --
 20 MR. WITHERS: But --
 21 MR. COLLER: I think I can explain it.
 22 There's a provision that if you have a lot that
 23 is an accessory use to your main lot, that you
 24 can't split it without an approval.
 25 MS. RUSSO: A process.

1 two properties, one has a house, one has a
 2 driveway. I worked with the City Attorney. We
 3 did a very specific unity of title, because the
 4 only reason he has a driveway is because the
 5 gardeners have no other way to access that huge
 6 lot, because the connection between the two
 7 properties sits at the mouth of the lake.
 8 And the other property, you know, when the
 9 time comes -- right now there is no thought
 10 that it's going to happen, and --
 11 MR. BEHAR: You know, we're not going to be
 12 looking at those. We're looking at this one.
 13 MS. RUSSO: Correct.
 14 MR. BEHAR: To me, it makes no sense,
 15 but -- we know --
 16 MS. RUSSO: Right.
 17 So we are here with a proposal that would
 18 exempt the Snapper Creek Subdivision from
 19 following the lot separation ordinance, which
 20 this couldn't -- the main reason -- I mean, if
 21 we could just have gone and gone through the
 22 process, but the process requires you own the
 23 property for ten years. And, you know, while
 24 we met that there were unusual circumstances,
 25 the fact that there had once been voluntary

1 MR. WITHERS: I understand that.
 2 MR. COLLER: So what this provision does
 3 is, it says, any lots that were separately
 4 platted as of the date, I guess, 1996 --
 5 MS. RUSSO: Of annexation in '96.
 6 MR. COLLER: -- annexation, all of those
 7 lots that were separately platted, are allowed
 8 to have separate units on them. They won't
 9 have to go through this process, so -- and the
 10 reason why this particular property was caught
 11 up in it is because there was a tennis court,
 12 it wasn't a unity of title. It was just that
 13 he took a separate property and put a tennis
 14 court on it.
 15 But in theory, if he had been under the
 16 County, the County -- they could have built a
 17 separate building.
 18 MS. RUSSO: Right.
 19 MR. BEHAR: And there was no unity of title
 20 for us to tie it together.
 21 MR. COLLER: Exactly. It's only because --
 22 MS. RUSSO: Had he built the tennis court
 23 after annexation, there would have been a
 24 unity. The City would have required it. So
 25 that's the big difference.

1 MR. TORRE: I think we're saying the same
 2 thing. I just want to clarify so I can learn.
 3 So somebody had a two-and-a-half acre plat,
 4 whatever, two platted big lots, with the tennis
 5 court on the side. They must have had one
 6 survey. When they demolished everything and
 7 decided to sell the two lots, the one survey
 8 really was kind of washed out, and they said,
 9 we're going to have two platted surveys and
 10 we're going to sell them both? There must have
 11 been, right?

12 MS. RUSSO: I did not represent either
 13 owner in the real estate purchase, but I think
 14 what happened is, they were advertised as
 15 vacant lots. They went and they hired a
 16 surveyor. The surveyor surveyed the lot in
 17 question, and they had no idea that, you know,
 18 there was any possibility. I mean, I think
 19 somebody knew this was vacant, and the other
 20 person knew this one was vacant, but I don't
 21 think --

22 MR. REVUELTA: They are separate folio
 23 numbers.

24 MS. RUSSO: Excuse me? They're separate
 25 folio numbers, correct.

1 MR. COLLER: Any other platting, which
 2 hasn't been done, but any other attempt to
 3 replat properties post 1996, this doesn't
 4 apply. So it's really fixed in time as of
 5 1996, if that's helpful.

6 MR. WITHERS: Doesn't our Ordinance, what
 7 does it say, before 1972 or what's the --

8 MS. RUSSO: It was approximately -- the
 9 original Ordinance was approximately 1972 --

10 MR. WITHERS: '70 something.

11 MS. RUSSO: -- or '74.

12 MR. WITHERS: But this was never one
 13 property before 1972. It's never been looked
 14 upon as one property.

15 MS. RUSSO: Not by -- the County had it as
 16 two --

17 MR. WITHERS: I got it. I understand.

18 And so let me ask you this about Snapper --
 19 does their lot splitting ordinance mirror ours
 20 or is it more --

21 MS. RUSSO: In Snapper Creek?

22 MR. WITHERS: Snapper Creek, yeah.

23 MS. RUSSO: Oh, it's much stricter. In
 24 other words, for you to be able to build on a
 25 lot, it can't have any violations of setbacks.

1 MR. TORRE: Did they have two folio numbers
 2 initially?

3 MR. COLLER: Yes. They were separately
 4 platted lots. They were separately --

5 MR. WITHERS: And do they have separate
 6 title policies on each one?

7 MS. RUSSO: Yes, they have separate --

8 MR. BEHAR: I mean, I don't know why we're
 9 here, because, to me, it doesn't make sense why
 10 we're here, but let's move on, because this is
 11 not --

12 MR. REVUELTA: It seems this wording is
 13 only requesting that Snapper Creek be exempt.
 14 It seems to me that, at some point, we will end
 15 up with the same problem in the City, so I
 16 don't know if we're addressing --

17 MS. RUSSO: No.

18 MR. BEHAR: No, the City is different.

19 MR. COLLER: And let me just explain one
 20 thing. The reason why this is kind of a
 21 grandfathered situation, it's because you're
 22 looking at the lots that were platted -- it's
 23 frozen in time, looking at the lots that were
 24 platted at the time of annexation in 1996.

25 MS. RUSSO: At annexation.

1 MR. WITHERS: Percentage and neighborhood
 2 frontage and all of that, they're stricter than
 3 we are?

4 MS. RUSSO: Oh, way stricter. So their
 5 setbacks are much stricter. Just to give you
 6 an idea, their lot coverage is 15 percent, but
 7 their front setbacks are way more intense.
 8 Their idea is to always have a very -- a
 9 smaller home, much larger lush landscaping.

10 MR. WITHERS: So where does their
 11 homeowner's association weigh in on this?

12 MS. RUSSO: Well, just because you know
 13 that I like to do my homework, before I even
 14 considered an amendment, I called up Heather
 15 Quinlan, who is here, and Heather is the
 16 administrator of the Snapper Creek Lakes
 17 Homeowners Association and has been for
 18 approximately fifteen years, and I asked her
 19 what she thought. And after I had the proposed
 20 language approved by the City Attorney's
 21 Office, I then sent it to Heather. Heather
 22 vetted it at an annual meeting with the members
 23 present, and then the Board of Directors voted
 24 on the proposed amendment.

25 We actually had a neighborhood meeting,

1 which the two owners attended, and a handful of
2 neighbors came out to meet them and to find out
3 when they were going to start building, and
4 everybody is in support of this proposed text
5 amendment.

6 MR. WITHERS: One more question. Since
7 Heather wasn't sworn in, I'm going ask you this
8 question.

9 MS. RUSSO: Yes.

10 MR. WITHERS: If this was owned by one
11 person, as opposed to two people, would
12 Heather's position be any different?

13 MS. RUSSO: Well, I think --

14 MR. WITHERS: You understand my question?

15 MS. RUSSO: Yes, I understand, and I think
16 it would be the same, because there are people
17 that own two lots. They have a house on one
18 and the other lot is vacant. So owning two
19 properties, unless you do a unity of title,
20 doesn't necessarily tie them together. You own
21 an adjacent property.

22 Now, if you turn around and you put a
23 gazebo and a cabana and stuff and you cross
24 over the lines, yes, now you've unified the
25 properties, and Snapper Creek would not have

1 you have -- both of them be building sites
2 until all of the encroachments were removed.

3 MR. WITHERS: I've never seen a lot split
4 with two different owners for the same --

5 MR. BEHAR: But this is not a lot split.

6 MR. WITHERS: I know, but she said --

7 MS. RUSSO: Well, it's not a lot split,
8 'cause we're not going through the lot split
9 ordinance, because the reality is that the
10 rights that were available to Snapper Creek at
11 the time of annexation would have allowed this
12 property to be two separate houses.

13 MR. WITHERS: The City is looking at it as
14 one building site.

15 MR. BEHAR: But I think that's --

16 MR. COLLER: No, the City is not looking at
17 it as one building site. Let me explain what
18 the problem is. The problem was, at one time,
19 the tennis courts, the City viewed, as an
20 accessory use. So because it had a history of
21 an accessory use, the feeling was, this
22 language needed to be clarified, because the
23 intent was that every platted lot, which has to
24 be a minimum of one acre, every platted lot was
25 considered a building site, so -- back in 1996,

1 when it was annexed to the City.

2 What got caught up was this had a use one
3 time as a tennis court.

4 MR. BEHAR: But, Craig, at the end of the
5 day, there was no unity of title.

6 MR. COLLER: No unity of title. These
7 are --

8 MR. BEHAR: So they're not tying the two
9 properties together. As an owner of a property
10 in Miami-Dade County, I could probably build a
11 tennis court and use that as a tennis court --

12 MR. COLLER: Absolutely, yes.

13 MR. BEHAR: So this makes absolutely no
14 sense. Look, in the interest of time, because
15 we're going over, you know, something -- Laura,
16 are you concluded with your presentation?

17 MS. RUSSO: Yes. Other than answering
18 questions and asking you to please approve the
19 text amendment as proposed, my presentation is
20 concluded.

21 MR. BEHAR: Thank you.

22 Now, I'm going to open it up to the public
23 comments. I don't think we had anybody sworn
24 in at the time? Right?

25 I will close the public comment.

1 Jill, do we have anybody in the Zoom
2 platform?

3 THE SECRETARY: No, we do not.

4 MR. BEHAR: Do we have anybody by phone
5 platform?

6 THE SECRETARY: No. No.

7 MR. BEHAR: Then, at this time, we're going
8 to close the public comment and I'm going to
9 open it up to the Board discussion.

10 Chip, you want to start?

11 MR. WITHERS: I don't have any problem with
12 this. I just don't know that this is the best
13 legal remedy to get to where they need to get
14 to. Because what I hear you saying is, the
15 lot, in the City of Coral Gables' eyes, was
16 joined together by the tennis courts.

17 MR. COLLER: No. It was not joined
18 together.

19 MR. BEHAR: No.

20 MS. RUSSO: No.

21 MR. COLLER: It was not joined together.

22 MR. WITHERS: I'm sorry, a buildable site.
23 It was looked upon as one buildable site
24 because of the tennis court.

25 MR. COLLER: No. It was the fact that the

1 additional site was used at one time as an
 2 accessory use to the main house. In other
 3 words, the tennis court was an accessory use,
 4 but it was on a separately platted lot.
 5 MR. WITHERS: Okay.
 6 MR. COLLER: There were no restrictions
 7 whatsoever. The only reason why this is any
 8 problem at all -- if this had not been used as
 9 a tennis court, had been completely vacant the
 10 entire time --
 11 MR. WITHERS: There would be no issue.
 12 MR. COLLER: -- there would be no issue,
 13 that's correct. The fact that at one time in
 14 history it was used as a tennis court,
 15 notwithstanding the fact that it was a
 16 separately platted lot, that's what --
 17 MR. WITHERS: I understand that. So your
 18 opinion is, by simply removing this auxiliary
 19 use structure, tennis court, by removing that,
 20 it now allows it to be two different building
 21 sites? That's your position, the City's
 22 position?
 23 MR. COLLER: Well, I don't know if the City
 24 has taken a position, but the point is that, in
 25 1996, these were separately platted lots. The

1 only thing that could ever be built is a
 2 separately platted lot. So nothing you're
 3 going to do here is going to create a future
 4 issue for this community, because all of those
 5 lots were separately platted at the time.
 6 MR. WITHERS: So this is not a lot split?
 7 MR. COLLER: It is not a lot split.
 8 MR. WITHERS: So an existing owner, that
 9 owns both pieces, cannot use this ordinance to
 10 split their two lots? Those other two
 11 building sites --
 12 MR. COLLER: In Snapper Creek, if an owner
 13 owns two separately platted lots and there's no
 14 unity of title, there's no building structures
 15 on them, they would be able to sell their other
 16 lot.
 17 MR. WITHERS: I got it.
 18 But if there's any unity of title, if
 19 something's being used as an accessory use, no.
 20 MR. BEHAR: But that is only if there's a
 21 unity of title.
 22 MR. COLLER: Only if there's a unity of
 23 title.
 24 MR. BEHAR: What the City took here, an
 25 assumption that, you know, we could look at it,

1 but the legal matter here is, there was nothing
 2 tying them together.
 3 MR. COLLER: Exactly.
 4 MR. BEHAR: So they've always been
 5 independently platted lots.
 6 MR. COLLER: Correct.
 7 MR. BEHAR: That's simple. That's what
 8 we're looking at here.
 9 MR. COLLER: That is absolutely correct.
 10 MR. WITHERS: So if there is no unity of
 11 title, but there is an existing structure on
 12 one of the other two lots, if they tear that
 13 structure down, it now becomes two building
 14 sites?
 15 MR. COLLER: Well --
 16 MR. WITHERS: She's saying, yes, and that's
 17 why I'm --
 18 MR. COLLER: But I want to make sure, if
 19 it's an adjacent structure, but it's not tied
 20 into the main house, in other words, it's a
 21 separate structure, and they tear that
 22 structure down --
 23 MR. WITHERS: No, that's not what they're
 24 saying.
 25 MR. BEHAR: And you could have --

1 MR. REVUELTA: In my opinion, if the tennis
 2 court was there, this is still two lots, two
 3 folio numbers, two taxes.
 4 MR. WITHERS: No. No, I understand. We
 5 have a very strict lot splitting ordinance in
 6 Coral Gables, and when you put something on
 7 those two lots, it joins it together, but what
 8 you're saying, if there's no unity of title,
 9 even if there is an existing structure on one
 10 of those two lots, which I understood there was
 11 a house on one of them, if that house is
 12 removed, they can have two buildable sites,
 13 without having to go through the lot splitting
 14 ordinance. That's what I understand. Is that
 15 correct, Laura?
 16 MS. RUSSO: That is correct.
 17 MR. COLLER: If they're separately platted
 18 lots as of 1996.
 19 MR. WITHERS: Well, I understand the dates,
 20 but, I mean -- but those two other lots were
 21 after 1996 --
 22 MR. COLLER: But I think in this case --
 23 MS. RUSSO: No, those lots have always
 24 been --
 25 MS BONISKE: If I may -- sorry, Nina

1 Boniske. I represent Karla Dascal.
 2 MR. BEHAR: State your name and address,
 3 for the record.
 4 MS. BONISKE: Sure. Nina Boniske, 1413
 5 Sunset Harbor Drive.
 6 MR. BEHAR: Do we need to swear her in?
 7 MS. BONISKE: I'm an attorney.
 8 MR. COLLER: No. She's an attorney.
 9 MR. BEHAR: Okay.
 10 MS. BONISKE: I think Mr. Coller will tell
 11 you, and he was the expert at Miami-Dade County
 12 on annexation and municipal annexation from the
 13 County, in 1996, when Snapper Creek, its own
 14 subdivision, they had a certain amount of lots,
 15 that was the expectation. They've never split
 16 a lot in Snapper Creek. Every lot is over one
 17 acre. You can't go in and say, "I want to
 18 build on one-half acre" and split it, like you
 19 can everywhere else in the County, including
 20 here.
 21 So, again, by a technical aspect of your
 22 Code, we've fallen into it, but, really, in
 23 1996, when you voluntarily annexed yourself in
 24 and say, "I don't want to be part of Miami-Dade
 25 County. I want to have an address in the City

1 annexation ordinance, and we pulled it for
 2 1996, there's recorded covenants, there's
 3 restrictive covenants on the entire subdivision
 4 and the plat.
 5 MR. BEHAR: Okay. We're not doing a lot
 6 split. The lots are split. They're platted
 7 individual lots. So, I mean, it's not like
 8 you're splitting a lot.
 9 MR. WITHERS: I'm not worried about this
 10 one. I'm worried about the other two.
 11 MS. RUSSO: I'm going to give the answer
 12 that Chip is looking for. If someone were to
 13 have bought a vacant lot or a house, in 2000,
 14 okay, and then bought the lot next door, and
 15 then put a tennis court or a swimming pool or a
 16 cabana or whatever, the City of Coral Gables
 17 would have required a unity of title.
 18 MR. WITHERS: Unification of title.
 19 MS. RUSSO: So, then, if they then decided
 20 to demolish everything and sell it, the unity
 21 of title doesn't go away.
 22 MR. WITHERS: Because they removed --
 23 MS. RUSSO: -- the structure. So someone
 24 buying one lot would have said, "Oh, oh, here's
 25 the unity of title." And so because this

1 of Coral Gables," you do that and you ask for
 2 your Site Specific regulations, all of the
 3 restrictive covenants that are recorded in
 4 Snapper Creek, the fact that you have to apply
 5 and get approved to even buy a lot there or
 6 sell it, that's what your lawyer will tell you
 7 gives the footprint of what somebody can build
 8 there.
 9 So when you're annexed into Coral Gables,
 10 Coral Gables cannot then go and say, "Oh, we're
 11 going to give you different regulations,"
 12 because that's part of your annexation
 13 agreement, and I think he will tell you that.
 14 So I hope that clears it up.
 15 MR. BEHAR: That does.
 16 MR. WITHERS: Are you sure? I mean, you're
 17 smart and I'm not.
 18 MS. BONISKE: Thirty years of doing this, yeah.
 19 MR. WITHERS: I thought all of the
 20 annexation agreements were, that after a period
 21 of time, that you're absorbed into the City of
 22 Coral Gables.
 23 MS. BONISKE: You're absorbed, but -- Laura
 24 will finish the answer -- but you have Site
 25 Specific regulations that are part of your

1 occurred prior to that, that's why the
 2 ordinance --
 3 MR. WITHERS: Okay. I'm good.
 4 MR. BEHAR: Venny.
 5 MR. TORRE: I'm ready to make a motion.
 6 MR. BEHAR: Luis -- before you do -- do you
 7 have any comment?
 8 MR. REVUELTA: I do, but I'm not going to
 9 make it.
 10 MR. BEHAR: Thank you very much. I will
 11 accept a motion.
 12 MR. WITHERS: I'll move it, with the
 13 conditions, though, with the Staff conditions.
 14 Are you okay with the Staff conditions?
 15 MR. BEHAR: Do we have a second?
 16 MR. TORRE: I'll make a second.
 17 MR. BEHAR: Okay. Jill, can you please
 18 call the roll?
 19 THE SECRETARY: Chip Withers?
 20 MR. WITHERS: Yes.
 21 THE SECRETARY: Luis Revuelta?
 22 MR. REVUELTA: Yes.
 23 THE SECRETARY: Venny Torre?
 24 MR. TORRE: Yes.
 25 THE SECRETARY: Robert Behar?

Page 41

1 MR. BEHAR: Yes.

2 MS. RUSSO: Thank you very much.

3 MR. TORRE: These are all learning

4 experiences, so we take it as that.

5 MR. BEHAR: Okay. Mr. Coller, can you read

6 the next item?

7 MR. COLLER: Item E-2, an Ordinance of the

8 City Commission providing for text amendments

9 to the City of Coral Gables Official Zoning

10 Code, by amending Article 14, "Process",

11 Section 14-200 "Procedures", Section 14-202.6,

12 "Building Site Determination" by eliminating

13 size restrictions on residences in a separated

14 building site based on what was permitted as a

15 single building site; providing for

16 severability clause, repeater provision,

17 codification, and providing for an effective

18 date. Item E-2, public hearing.

19 MS. GARCIA: All right. So we have this

20 item right after Laura's item, which is

21 related, right, and you're very familiar with

22 this, I'm sure.

23 So there's four conditions of approval that

24 are listed in the Zoning Code. Whenever you

25 split a lot, you have to go to Commission, you

Page 43

1 you're saying that the next house had to apply

2 by the next 35 percent, because I already ate

3 up to 48 percent?

4 MS. GARCIA: No, by whatever -- for

5 example, it would be about a 10,000 square foot

6 property, your 35 percent maximum building

7 floor area, you split it, so it's no longer

8 35 --

9 MR. BEHAR: Each lot could be 3,500.

10 MS. GARCIA: Each lot could be 48 percent

11 now, based on the new split lots.

12 MR. TORRE: But the old rule would only

13 allow you to build what was left?

14 MS. GARCIA: No, what was allowed before.

15 So if you had -- I should have had some

16 numbers, but --

17 MR. TORRE: Allowed before the Code change,

18 is that what you're saying?

19 MS. GARCIA: No, before the lot was split.

20 So if you could build -- they could do the

21 calculations, as far as you how much you could

22 build on your combined 10,000 square foot lot.

23 You want to go and you split it. The

24 Commission approves it. The maximum you can

25 build within those two properties is how much

Page 42

1 get approval, you're basically tied to these

2 four conditions of approval. One of the

3 conditions of approval says, "The total square

4 footage of the residences allowed on a

5 separated building site shall be equal to or

6 less than the total square footage that could

7 be constructed on the property if developed as

8 a single building site."

9 So when 601 Sunset -- I'm going to be very

10 transparent -- 601 Sunset went to Commission,

11 they brought up this issue. The Commission's

12 reaction was, why is that condition in here?

13 They want it to be removed. So Staff is

14 striking through that, and we want your

15 opinion on it.

16 MR. TORRE: Let me try to understand

17 (inaudible) which make it the opposite of what

18 I believe is true.

19 I'm going to use an example, a very easy

20 example, using your table at the bottom. If I

21 have 10,000 square feet, and my first 5,000 is

22 measured at 48 percent, and I have 10,000 feet

23 and I build exactly 48 percent, I have a 4,800

24 square foot house.

25 I split the lot. Then, do the rules --

Page 44

1 you could build when it was combined as one,

2 which is either the 35 percent or the 30

3 percent.

4 THE SECRETARY: Excuse me, we also have

5 Development Services Director Suramy Cabrera

6 that would like to speak.

7 MR. TORRE: No, I think I understand,

8 because the original house could have eaten up

9 a lot of square footage, and, then, if you put

10 another one, you have this massive house left

11 over in the old lot, that would not have

12 happened --

13 MS. CABRERA: No. Actually, no, because

14 you would not be able to split the lot --

15 MR. BEHAR: Wait. Do we need to --

16 MR. COLLER: We need to actually have the

17 person put their name and address in the

18 record.

19 MR. BEHAR: And do we have to swear her in?

20 MR. COLLER: Yes, we do, because she's

21 actually a fact witness, a Staff witness. So

22 we need to swear you in. Can we get you on the

23 screen, Suramy?

24 MS. CABRERA: Oh, boy. Yeah. Sorry, I was

25 biking, but I'll put on my camera.

Page 45

1 MR. COLLER: You're what?

2 MS. CABRERA: I was biking and listening.

3 MR. BEHAR: We had a Board Member, Rene

4 Murai --

5 MS. CABRERA: This is being recorded, too.

6 This is horrible, but okay.

7 MR. COLLER: Would you swear in the

8 witness, please?

9 (Thereupon, the participant was sworn.)

10 MS. CABRERA: Yes, I do.

11 MR. COLLER: Suramy, you need to state your

12 name, for the record, if you would.

13 MS. CABRERA: Sure. Suramy Cabrera, I'm

14 the Development Services Director.

15 MR. BEHAR: Do we have to keep her on the

16 video?

17 MR. COLLER: No. We've seen her for

18 purposes of being sworn in. We can relieve her

19 from having to actually see her.

20 MR. BEHAR: Okay.

21 MS. CABRERA: So the question that I heard

22 was that, it was probably done because if you

23 had a massive house on these two lots, right,

24 that were a single lot, and then you do a lot

25 split, you may have a massive home on a little

Page 47

1 purpose of this, and when we looked at it,

2 apparently the only purpose was to try to

3 discourage lot splits, but we're not really

4 discouraging lot splits, we're really creating

5 an issue for people who really should be able

6 to get a lot split. And the lot split process

7 is very vigorous, right. We just don't give

8 lots splits all of the time.

9 So the Commission wanted us, because of

10 that 601 property that Jennifer spoke about and

11 everybody learned that this was actually in the

12 Code, wanted us to go back and correct this,

13 because it really doesn't make any sense.

14 MR. BEHAR: So, at the end of the day,

15 really, if you have a 10,000 square foot lot

16 and you put a maximum of 4,800 square feet, if

17 I take a 5,000 square foot lot at 48 percent,

18 it's 2,400 square feet.

19 MR. REVUELTA: The math is the same.

20 MR. BEHAR: It's the same, right?

21 So what you're saying, that lot -- before,

22 the original lot could go up to 48 percent of

23 the total and leave the second lot with barely

24 nothing.

25 MR. WITHERS: Right.

Page 46

1 tiny lot.

2 MR. TORRE: Right.

3 MS. CABRERA: But you would not be able to

4 split the lot if you would create a

5 non-conformity of the lot that has the house.

6 So if that house was under the square footage,

7 we wouldn't approve -- and, Jennifer, please

8 correct me if I'm wrong, but we wouldn't

9 approve a lot split, because we would be

10 creating this non-conformity of being over the

11 FAR.

12 MS. GARCIA: Correct.

13 MS. CABRERA: What's really ridiculous

14 about this ordinance is that, let's say that

15 now I have this huge lot, and I split it, and I

16 sell one of the lots, whoever builds first

17 could max out their lot, and now the other guy

18 is left with whatever is left from the lot next

19 to his, and it's -- how do you do that? It's

20 separate owners. People have a right to

21 develop their property to whatever everybody

22 else in that neighborhood has a right to

23 develop it to.

24 So it's really like -- the Commission, I,

25 everybody was like, what is this, what is the

Page 48

1 MR. BEHAR: Right?

2 MS. REDILA: Arceli Redila, Zoning

3 Administrator.

4 (Thereupon, the participant was sworn.)

5 MS. REDILA: I do.

6 So let's do the two scenarios. So you have

7 the 5,000 square feet. The maximum you can

8 give is 48 percent, right. So that's 2,400

9 square feet. So now let's say you have two

10 5,000 square feet, totaling two lots, totaling

11 10,000. The way it is, is that the first 5,000

12 square feet, you can do 48 percent. The next

13 5,000, you can only do 35 percent.

14 So if you have a single building site that

15 is 10,000 square feet, the maximum you can do

16 in that one is only 4,150 square feet. With

17 the current regulation, we have divided --

18 that's the maximum you can do even if you split

19 it. Therefore, when there's two lots together,

20 if we are to evenly distribute it, you can only

21 do 2,075 square feet on both lots, after you

22 subdivide it.

23 If you treat it with -- what we are

24 proposing now is to have it calculated as 5,000

25 square feet, 48 percent, for the each of the

1 5,000 square feet, which would allow 2,400
 2 square feet.
 3 MR. REVUELTA: I'm fine with that.
 4 MR. BEHAR: Okay. Perfect. Thank you.
 5 At this time, I'm going to open it up to
 6 public comment.
 7 Seeing no one in the public, I'm going to
 8 close the Chamber.
 9 Anybody in Zoom? No? At this time, then
 10 we will close the public comment and we will
 11 open it up to Board discussion or a motion.
 12 MR. REVUELTA: To confirm, it's that if you
 13 have a 10,000 square foot lot --
 14 MR. COLLER: You need to speak into the
 15 mike.
 16 MR. REVUELTA: I'm sorry, if you have a
 17 10,000 square foot lot and you separate the
 18 lots, you will be able to build 48 percent on
 19 each 5,000 square foot lot, where, in the
 20 current Ordinance, it doesn't allow that?
 21 MR. WITHERS: I'm sorry, what was the
 22 second part of your point, in the current
 23 what --
 24 MR. REVUELTA: I wasn't making a point. I
 25 was just trying to confirm what I heard.

1 is dissuading those that might have an existing
 2 home and want to sell the vacant lot next to
 3 them. Is that the thought behind it? I'm
 4 trying to understand, because if you have a big
 5 lot, you can build -- you know, it's easier to
 6 build from the ground up, like a spec person
 7 would buy a lot and tear down the house.
 8 MS. GARCIA: Yes, but your percentage of
 9 the building floor area is reduced, the bigger
 10 lot you have.
 11 MS. CABRERA: Yeah, but what he's saying --
 12 and I understand what he's saying, because when
 13 I was looking at this, I thought the same
 14 thing; that let's say now you build -- you
 15 didn't max out for the 10,000 square feet, but
 16 you built more than would be allowed on the
 17 5,000 square feet, but we wouldn't let you
 18 split that lot, because then you will create a
 19 non-conformity.
 20 MR. WITHERS: Right. That's what I'm
 21 saying.
 22 MS. CABRERA: Right, you would not be able
 23 to split it. So the only thing that this does
 24 is that it makes it so that when you split your
 25 lot, each lot has the same development rights

1 MR. WITHERS: Yeah, I know, but what were
 2 you confirming?
 3 MR. REVUELTA: That if you have a 10,000
 4 square foot and you divide the lot into two
 5 5,000 square feet and you sell them, somebody
 6 can apply for a permit for 48 percent of the
 7 5,000 square feet of one and 48 percent of the
 8 5,000 square feet on the other one. That's
 9 what the ordinance is correcting?
 10 MS. GARCIA: Yes, what's being proposed. Yes.
 11 MR. WITHERS: This affects the people that
 12 have a large lot now, that have an existing
 13 home on their lot. They want to sell and split
 14 their lot, so they can sell one of the lots
 15 off. They're restricted on how big a house can
 16 be built --
 17 MS. GARCIA: On the new lot.
 18 MR. WITHERS: -- on the new lot. So that's
 19 the impetus --
 20 MS. GARCIA: As long as the first lot is
 21 conforming.
 22 MR. WITHERS: I understand. So that's
 23 where, when you said it's kind of an anti-lot
 24 splitting ordinance or whatever, it's not
 25 really dissuading the undeveloped lots, as it

1 as every other lot on that block. There's no
 2 restriction that you have to be smaller.
 3 MR. WITHERS: So if you tore the house down
 4 and you split the lot, could you start --
 5 you're starting from zero, then, right?
 6 MS. CABRERA: Yes, each --
 7 MR. BEHAR: But then you have to go through
 8 the unity of title --
 9 MR. WITHERS: Yeah, I understand. You have
 10 to go through what we just went through.
 11 Okay. I understand. I understand the
 12 philosophy behind it.
 13 MR. BEHAR: Okay. Do we have a motion?
 14 MR. REVUELTA: I move.
 15 MR. TORRE: Second here.
 16 MR. BEHAR: Jill, can you please call the
 17 roll?
 18 THE SECRETARY: Luis Revuelta?
 19 MR. REVUELTA: Yes.
 20 THE SECRETARY: Venny Torre?
 21 MR. TORRE: Yes.
 22 THE SECRETARY: Chip Withers?
 23 MR. WITHERS: Yes.
 24 THE SECRETARY: Robert Behar?
 25 MR. BEHAR: Yes.

Page 53

1 MR. COLLER: In accordance with Department
 2 recommendation.
 3 MR. REVUELTA: Yes.
 4 MR. TORRE: I agree.
 5 MR. REVUELTA: Yes. Do I need to revise my
 6 motion?
 7 MR. COLLER: No. I clarified the motion,
 8 that it was in accordance with Department
 9 recommendation.
 10 MR. BEHAR: Next item.
 11 MR. COLLER: Item E-3, an Ordinance of the
 12 City Commission of Coral Gables, Florida
 13 providing for a text amendment to the City of
 14 Coral Gables Official Zoning Code by amending
 15 Article 14, "Process," Section 14-205,
 16 "Declaration of Restrictive Covenant in Lieu of
 17 a Unity of Title" to encourage the creation of
 18 City Parks by allowing noncontiguous building
 19 sites with dedicated park space; providing for
 20 severability, repeater, codification, and an
 21 effective date. Item E-3, public hearing.
 22 MR. BEHAR: Jennifer.
 23 MS. GARCIA: Yes. So this is a
 24 City-sponsored Text Amendment to the Zoning
 25 Code, and it's basically allowing, again, unity

Page 55

1 the development envelope.
 2 MR. BEHAR: Okay. And that lot will become
 3 a park, City park?
 4 MS. GARCIA: Right. Uh-huh.
 5 MR. TORRE: Is there a cap in the amount of
 6 right to be developed?
 7 MS. GARCIA: So, as presented at the City
 8 Commission for First Reading a couple of weeks
 9 ago, there was a cap of 4.375, which is the
 10 magical FAR number if you receive TDR. This
 11 isn't really a TDR. That's just a hypothetical
 12 FAR number to, you know, control development.
 13 Since then, the sponsor requested to have that
 14 removed, so it would be the full intensity and
 15 density.
 16 MR. BEHAR: It was being limited at 4.375.
 17 MS. GARCIA: 4.375 for that development parcel.
 18 MR. BEHAR: So, essentially you're going to
 19 limit it at .87, because you have the right to
 20 do, in most cases, 3.5, with Med Bonus. So if
 21 you capped it at 4.375, you're really limiting
 22 the transferable FAR to .87, right?
 23 MR. TORRE: No, because then you can go
 24 above the 4.375.
 25 MS. GARCIA: Well, now, as drafted, but at

Page 54

1 of title. It's allowing a noncontiguous unity
 2 of title, if a park is provided, in one of
 3 those parcels.
 4 So the intent for the owner that's going to
 5 unify these parcels together, obviously, would
 6 be to move both, the density and intensity, to
 7 the developed parcel.
 8 So if you go to Page 2 of my Staff Report,
 9 you can see a diagram that kind of illustrates
 10 that, as well as seven criteria they would have
 11 to meet to make this work.
 12 MR. BEHAR: I don't have it printed out.
 13 Can you put it up on the screen? Is it
 14 possible, please?
 15 MS. GARCIA: Sure.
 16 MR. BEHAR: And while they do that, if
 17 somebody has a lot that they want to do a unity
 18 of title and transfer the density and
 19 intensity, they're going to get the full
 20 density and intensity allowed on that lot moved
 21 over to the property they want to develop?
 22 MS. GARCIA: As proposed.
 23 MR. BEHAR: Is that --
 24 MS. GARCIA: Yes. Uh-huh.
 25 Not increasing the height and still within

Page 56

1 First Reading, that was the restriction.
 2 MR. BEHAR: I mean, if we're going to
 3 incentivize, you know, somebody to buy a piece
 4 of property and you're going to limit it to cap
 5 it at 4.375 on the new parcel, there's no
 6 advantage. What's the incentive?
 7 MR. TORRE: There's no cap --
 8 MR. BEHAR: No. No. You're saying, at
 9 First Reading, we did have it.
 10 MS. GARCIA: At First Reading, there was a
 11 cap, yes.
 12 MR. BEHAR: I agree with this. You know,
 13 I'm totally in agreement with this.
 14 MS. GARCIA: Yeah, the First Reading had
 15 a cap of 4.375 for the FAR and the density or
 16 the number of units to be transferred without
 17 any issue.
 18 MR. TORRE: And are those transferable
 19 rights subject to an acceptance of the park
 20 location?
 21 MS. GARCIA: Yeah. Yeah, it's reviewed,
 22 obviously, by the Commission and approves it,
 23 but before that, it's reviewed by Parks and Rec
 24 Advisory Board.
 25 MR. TORRE: Right. In the case of a

1 very -- I'm not going to say the word lousy,
 2 but less than -- substandard properties trying
 3 to be offered in exchange for a park -- so the
 4 quality of the park, I guess, is up for
 5 discussion as well?
 6 MS. GARCIA: So one of the criteria here is
 7 a minimum of 5,000 square feet for that park.
 8 MR. WITHERS: That's big, 5,000 square
 9 feet.
 10 MR. TORRE: Well, there could be lines
 11 above you and it doesn't serve any other
 12 purpose and that's really the best choice for
 13 that property, is to be a park anyway, because
 14 you can't build a lot or there are other
 15 restrictions of 45 feet -- but I guess that can
 16 be captured with the TDRs, but, yeah, I get it.
 17 MR. BEHAR: And is there a distance that
 18 you could be or I could look at a property in
 19 South Gables --
 20 MR. TORRE: A thousand feet.
 21 MR. BEHAR: Okay. I don't have that
 22 presentation in front of me.
 23 MS. GARCIA: Right.
 24 MR. BEHAR: My apologies. Okay.
 25 MR. TORRE: The one that comes to mind is

1 MR. BEHAR: So why we're doing this,
 2 really, is to clarify what that process did.
 3 MS. GARCIA: It's similar, yes.
 4 MR. WITHERS: We're doing remote parking,
 5 is what we're doing --
 6 MR. BEHAR: No, because you still have to
 7 do it. You still have to go back --
 8 MR. TORRE: No, I know. But 5,000 feet is
 9 the minimum building site anyway, right?
 10 MS. GARCIA: For a house, but not for
 11 Commercial. This is only being applied in a
 12 Mixed-Use District, so to clarify that. This
 13 isn't going to happen in single-family
 14 neighborhoods. This is just going to be in the
 15 Downtown area, with the Mixed-Use.
 16 MR. WITHERS: The CBD or --
 17 MS. GARCIA: This is City-wide. So if it's
 18 Zoned Mixed-Use 1, 2 or 3.
 19 MR. BEHAR: It's not for single-family;
 20 Mixed-Use projects.
 21 MS. REDILA: Yes, because a single-family
 22 would not have their FAR of 3.5 that they can
 23 transfer for the development.
 24 MR. TORRE: I view this as, this is a good
 25 idea and I think it -- you know, it goes

1 Codina's property.
 2 MR. WITHERS: That's the one I was thinking
 3 about.
 4 MR. TORRE: So, I mean, how would that have
 5 changed if this had been applied in that case?
 6 Can you kind of illustrate that or --
 7 MS. GARCIA: I think it's exactly the same.
 8 They're considered a contiguous site.
 9 MR. TORRE: No. No. But, for example, how
 10 much FAR could have impacted that building --
 11 where would that FAR -- I'm using FAR, because
 12 density may have not been -- how would that
 13 have given additional benefit?
 14 MR. BEHAR: I think they came and asked for
 15 the FAR. If I remember, in their application,
 16 they asked for the FAR and density to be
 17 transferred to their development site.
 18 MR. TORRE: That's done that way?
 19 MS. GARCIA: Right. Yeah.
 20 MR. COLLIER: Arceli, come up to the
 21 microphone, because she can't take you down,
 22 all right. I'm trying to help her out.
 23 MS. REDILA: Yes, the park was calculated
 24 as part of the overall building site, since it
 25 is considered a contiguous --

1 through the process of review here, it goes
 2 through the process of the Commission, and at
 3 the end of the day, it's vetted and it's agreed
 4 to, because of what you're producing and what
 5 you're bringing to the table, but what I see --
 6 and, again, I'm not -- this is not a critique,
 7 but it's a point, that we keep doing what I
 8 think already exists, which I bring up every
 9 once in a while, is that every project we look
 10 at has that measure of back and forth, has a
 11 measure of -- you know, so a lot of folks want
 12 to see things black and white, when it really
 13 doesn't play off that way most of the time,
 14 because of these sort of things that we're
 15 doing, it continuous to be where there has to
 16 be a back and forth, there's a back and forth,
 17 and there's a level of what's right and what's
 18 good and what's bad, and I see that happening,
 19 but people sometimes have a problem with it not
 20 being black and white.
 21 MR. BEHAR: You know, I think this makes it
 22 clear that you get a public benefit out of it,
 23 right, because you are --
 24 MR. TORRE: From the beginning, right off
 25 the bat.

1 MR. BEHAR: Exactly. I think, in that
 2 aspect, it clarifies that it's a public
 3 benefit.
 4 Okay.
 5 MR. TORRE: The only question I would have
 6 for us to discuss is the thousand feet and
 7 where would this be really used more than
 8 anything, maybe Downtown, right? What would be
 9 the -- I don't know, where else -- how do you
 10 guys see this being used?
 11 MS. GARCIA: I think it will be used more
 12 in Downtown, because it would be worth having
 13 the high-rise, and it's mostly along Ponce,
 14 than the, you know, Downtown area, that you
 15 would have -- you need to have the height of
 16 your development parcel -- if you want to pull
 17 up this item again -- if you need to have that
 18 height to be able to move that FAR into
 19 something.
 20 MR. BEHAR: But it doesn't have to be
 21 Downtown. It could be in any MX district.
 22 MS. GARCIA: Yes, absolutely.
 23 MR. BEHAR: I mean, it could be in Merrick
 24 Park, you know.
 25 MR. TORRE: So it's a thousand feet --

1 feels, it should be maintained by a developer,
 2 then that's just outlined in the Condition of
 3 Approval that they'll get from the Commission,
 4 or if the Commission wants it deeded to them,
 5 then they can outline that out.
 6 MR. WITHERS: So that project that we
 7 looked at up in the North Ponce, where they had
 8 the linear park on the east side, do you
 9 remember that project?
 10 MS. GARCIA: The Madeira project.
 11 MR. WITHERS: It had that long linear park
 12 on the --
 13 MS. GARCIA: Oh, the 1505 Ponce.
 14 MR. BEHAR: The 1505 Ponce.
 15 MR. WITHERS: 1505 Ponce. So that could
 16 have been used to allow additional --
 17 MS. GARCIA: No, because it was all
 18 abutting --
 19 MS. REDILA: It's all one --
 20 MR. WITHERS: Because it was one site.
 21 MS. REDILA: Yes.
 22 MS. GARCIA: Correct.
 23 MR. WITHERS: So this is primarily when
 24 it's --
 25 MS. GARCIA: Right, it's split up between

1 again, this is for discussion --
 2 MR. BEHAR: Let's do that when we open it
 3 up to the Board. Anything else from Staff on
 4 this?
 5 MS. GARCIA: No. So this is the diagram
 6 that kind of explains on the left -- this is --
 7 right now -- your unity of title requirements.
 8 So if those two properties, red and orange
 9 property, would not be considered a contiguous
 10 unity of title or building site. On the right,
 11 it's showing the park parcel in that corner and
 12 the yellow is kind of the transfer of density
 13 and intensity. Not extra height, but filling
 14 up that envelope, as you're allowed to have.
 15 MR. WITHERS: So who maintains that park?
 16 MS. GARCIA: I think that would be part of
 17 the Conditions of Approval, what the Commission
 18 wants, because, again, this is a Conditional
 19 Use option.
 20 MR. WITHERS: I mean, who regulates
 21 activity in that park, who regulates hours of
 22 operation, who maintains it?
 23 MS. GARCIA: Yeah, so I think that would be
 24 clarified in the Condition of Approval based on
 25 the project. If the project, the Commission

1 properties.
 2 MR. REDILA: Yeah, when it's not touching,
 3 when there is no property line --
 4 MS. GARCIA: When it's not abutting and
 5 contiguous.
 6 MR. BEHAR: When they're not adjacent
 7 properties.
 8 MR. WITHERS: So the rights are the same to
 9 the people that are next to it, that are
 10 adjacent, and the ones that are part of their
 11 site, it's the same benefit?
 12 MS. GARCIA: Yes. Yeah, this is basically
 13 expanding that idea of unifying different
 14 parcels --
 15 MR. WITHERS: So you're trying to encourage
 16 people to buy green space somewhere else in the
 17 City to be used?
 18 MS. GARCIA: That is the intent of this, yeah.
 19 MR. BEHAR: But it has to be within a
 20 thousand --
 21 MR. WITHERS: Yeah.
 22 MR. BEHAR: Right now, it has to be within
 23 a thousand --
 24 MR. TORRE: So here's what I think. So you
 25 have this idea of what you're going to do to

1 make your project be bigger and you want to go
 2 through the discussions with the architects
 3 about what buildings you're going to -- and
 4 have all of the mathematics to do and all of
 5 this sketching to do, dah, dah, dah. If you
 6 haven't proposed the site to the Commissioners,
 7 are you kind of going down a path, and then,
 8 you know, that's not going to work, we don't
 9 like that site or -- I mean, is there a way to
 10 control that or deal with that, because how
 11 would you guys handle a site that is
 12 contaminated later on or the City says,
 13 absolutely never going to work, but you guys
 14 have done all of your math, all of your work?
 15 That's a tough one.

16 MR. BEHAR: Well, it is, but there's
 17 remedies to that. If I'm going to turn over a
 18 site to the City and it's contaminated, I think
 19 part of the agreement would be that you have to
 20 give the City a land that is clean. I mean,
 21 that's one of the Conditions of Approval --

22 MR. TORRE: Can I ask it a different way?
 23 How early was Codina's park discussed in
 24 their -- maybe it's not public, but, I mean, is
 25 that an example?

1 (unintelligible) and you just come to the City
 2 and state, "I want to do this project. This is
 3 the park or the site that I'm thinking of
 4 doing," and then either you go through an
 5 administrative process or a public process to
 6 validate and to avoid what you're saying, which
 7 is that working in a vacuum and then all of a
 8 sudden, "Hey, here's a park."

9 MR. TORRE: I just see the negotiations
 10 happening really early if that's the
 11 commitment --

12 MR. REVUELTA: I think informally people
 13 will cover their tracks to avoid any surprise,
 14 but is there an informal process now, along
 15 with this, that somebody can go ahead and get
 16 some comfort level that there is not going to
 17 be a surprise?

18 MR. BEHAR: I'm sure --

19 MS. REDILA: We're just proposing, so we
 20 don't have any --

21 MR. BEHAR: I'm sure that before that
 22 developer buys, you have the homework done.

23 MR. TORRE: I think most of it is an
 24 option, and the option is contingent on the
 25 approval and stuff like that, and --

1 MS. GARCIA: As far as adding the park to
 2 their building site?

3 MR. TORRE: There must have been early
 4 discussions on that, I would think.

5 MS. REDILA: There was a lot of back and
 6 forth.

7 MR. TORRE: Right? Because, again, it's
 8 subject to Commission approval, and does this
 9 balance what we're going give you, dah, dah,
 10 dah. So I think that -- and I'm just bringing
 11 it up, because I think it's relevant, but --
 12 and I'm not opposed to this, I'm just bringing
 13 it up because --

14 MS. REDILA: Yeah, but the Codina park, I
 15 think, has that condition, that it will be
 16 developed -- it could be developed as a park
 17 when it is going to be given to the City.

18 MR. TORRE: And sometimes it's not even a
 19 purchased park, it's something you have an
 20 option to buy, to be able to do your project.
 21 The developer in this case, I think, hasn't
 22 even closed on the lot.

23 MR. REVUELTA: Is there not a conceptual
 24 approval phase that you come with what you're
 25 planning to do and you're proposing to mitigate

1 MS. REDILA: Or that we could add it as a
 2 condition to the development approvals to make
 3 sure that you develop the park first before
 4 maybe developing your project or things like
 5 that. There are a lot of things, that we can
 6 be creative in the development conditions.

7 MR. WITHERS: But from a simple business
 8 perspective, the developer says, "This is my
 9 baseline here, and if I get it, that's even
 10 better. If not, I just base my business plan
 11 on not getting it." Leave it to the business
 12 decision, I mean --

13 MR. BEHAR: Yeah. And, look, at the end of
 14 the day, it's going to create, which I think is
 15 the intent, more, more green space, more park
 16 area, and what you're doing is, you know,
 17 instead of putting that -- the entitlement that
 18 the intensity and density there, you're going
 19 to move it over, you know. So it's not -- and
 20 obviously, it has to be in an area that you're
 21 not going to exceed the height permitted,
 22 you're not going to not exceed anything that is
 23 -- and I think -- I'm just trying to -- and
 24 using the Codina project as an example, he
 25 wanted to do bigger units. So this may be a

1 mechanism to be able to allow for that, and yet
 2 create, you know, the parks.
 3 All right. So we're going to close the
 4 presentation by Staff. Do we have any
 5 public -- open it to the public. Any public
 6 comments?
 7 THE SECRETARY: No.
 8 MR. BEHAR: I'm going to close the public
 9 comments.
 10 I'm going to bring it back to the Board.
 11 Any other additional comments by the Board?
 12 Do we have a motion from the Board?
 13 MR. WITHERS: I'll move it. Do you want to
 14 discuss it? I mean -- there was a discussion
 15 about the thousand feet, but I don't see a lot
 16 of opportunity for people to buy green space in
 17 Downtown, anyway. Do you, Venny? I really
 18 don't.
 19 MR. TORRE: I was thinking, and, again,
 20 using Codina, and where would there have been
 21 property and that would have been over across
 22 by Salzedo maybe or --
 23 MR. WITHERS: Where? There's not a whole
 24 lot unless someone --
 25 MR. TORRE: There's duplex properties over

1 just saying, just a park, but the park is the
 2 incentive. Whether closer or not closer,
 3 that's not so much the problem. Like TDRs come
 4 from many different places.
 5 MR. BEHAR: But not necessarily, because
 6 the TDRs, if you're going to transfer it, you
 7 have to have -- the receiving site and the
 8 sending site has to qualify. This is like,
 9 okay, we're going to take the FAR and the
 10 intensity and the density and we're going to
 11 transfer it over, and that becomes the park,
 12 without having to go through the other
 13 requirements, right?
 14 MS. GARCIA: Right. And this one is
 15 transferring both, intensity, like the TDRs do,
 16 and density, which is the number of units per
 17 acre, which the TDR currently doesn't have
 18 right now. It's just square feet.
 19 MR. TORRE: I'm thinking a little harder.
 20 So I think there's less issues coming at this
 21 in the CBD level. If you go to North Ponce and
 22 you start getting really into big FARs, it does
 23 affect. The more density units, that starts to
 24 become an effect.
 25 So, again, to me, Downtown, parking

1 there that have a couple of empty corners lots.
 2 MR. BEHAR: But it has to be within the
 3 Mixed-Use designation area. You cannot buy a
 4 property, even if -- maybe not --
 5 MR. TORRE: Can you cross the line, for
 6 example, into a residential area and put a park
 7 in the Residential area?
 8 MS. GARCIA: No, this only applies to
 9 Mixed-Use districts.
 10 MR. TORRE: So you have to be within the --
 11 MR. WITHERS: I mean, maybe there's some up
 12 in the North Ponce Gables area.
 13 MR. TORRE: Look, I think giving a thousand
 14 feet gives more options and more ability for
 15 this to work, I think. If you want to make it
 16 work, what's the rationale in keeping it
 17 tighter? It's a park. Whether it's closer or
 18 further, it doesn't matter.
 19 MR. BEHAR: I mean, I don't think -- you
 20 know, I know, within a thousand feet, but it
 21 would be maybe even more beneficial if that
 22 distance is greater.
 23 MR. TORRE: Give it further.
 24 MR. BEHAR: Yeah.
 25 MR. TORRE: You just want a park. I'm not

1 garages, different things are happening. When
 2 you get to the North, there's some already big
 3 buildings that we already know are making lots
 4 of havoc in the North Ponce area. So I don't
 5 know if getting to a 5.5 FAR there is going to
 6 be what the --
 7 MR. BEHAR: So it may not apply in the
 8 (unintelligible). I mean, I don't really
 9 think -- have we done the analysis? I don't
 10 think that gets affected at the end of the day.
 11 MR. WITHERS: But you guys do this every
 12 day of your life. If you have a 10,000 square
 13 foot parcel that you're going to think about
 14 dedicating it to a park, it's better for you to
 15 build on that 10,000 square feet than try to
 16 get additional FAR in the building next door to
 17 that?
 18 MR. BEHAR: At the end of the day, you're
 19 not doing any more than you would be allowed to
 20 do on that 10,000 and the other parcel.
 21 MR. WITHERS: I know, but cost-wise, is it
 22 better to put it in the main building or is it
 23 better --
 24 MR. BEHAR: Oh, cost-wise, it's better to
 25 put it in the main building.

1 MR. WITHERS: That's what I was saying, but
 2 where would you go, 5,000 feet, 10,000 feet,
 3 where is the cut-off for you?
 4 MR. TORRE: Remember, you have the
 5 building, that you already paid for the
 6 footage, you paid for the elevator, you already
 7 paid for the roof. All you're doing now is
 8 adding another two or three floors, okay,
 9 that's very cheap.
 10 MR. BEHAR: What I do like about this is
 11 that you're going to give an incentive to start
 12 giving more park area.
 13 MR. WITHERS: No, I understand.
 14 MR. BEHAR: And I think that that's
 15 ultimately what I think, you know, we're
 16 looking for in the City.
 17 MR. TORRE: There's other pieces of this
 18 that will come into play when the time comes,
 19 and that's again, back with -- the Commission
 20 will have to go back and forth to weed this out
 21 at some point, but I think overall, what you're
 22 saying, is that the ideology of this works,
 23 because we're trying to promote parks. How it
 24 gets handled later may be a little bit --
 25 MR. BEHAR: Yeah.

1 MR. TORRE: Yes.
 2 THE SECRETARY: Chip Withers?
 3 MR. WITHERS: Yes.
 4 THE SECRETARY: Luis Revuelta?
 5 MR. REVUELTA: Yes.
 6 THE SECRETARY: Robert Behar?
 7 MR. BEHAR: Yes.
 8 Next item.
 9 MR. COLLER: Item E-4, an Ordinance of the
 10 City Commission of Coral Gables, Florida
 11 providing for text amendments to the City of
 12 Coral Gables Official Zoning Code, Article 3,
 13 "Uses", Section 3-317, "Permanently installed
 14 stand-by generators" removing the distance
 15 requirement of ten feet from any opening in a
 16 building or structure; requiring that the
 17 distance from any opening be determined by
 18 manufacturer's specification; providing for
 19 severability, repeater, codification, and for
 20 an effective date. Item E-4, public hearing.
 21 MS. GARCIA: So this is amending Article 3,
 22 Section 3-317, that -- basically striking
 23 through the ten feet requirement. There have
 24 been a lot of recent developments, as far as
 25 better generators, that the requirement is not

1 MR. WITHERS: There are no changes to the
 2 motion, the way it's proposed? Any amendments
 3 to that, as far as restricting -- I mean,
 4 adding additional FAR or allowing more than a
 5 thousand feet or --
 6 MR. BEHAR: I think that -- personally I'm
 7 good with it. You know, I don't want to go
 8 much, you know, further, because we don't know
 9 the implications, but --
 10 MR. TORRE: Let me be clear, this is not
 11 going to be -- the MF properties don't get
 12 this. So those Residential only on Zamora,
 13 Mendoza --
 14 MS. GARCIA: Right. So, in North Ponce, it
 15 would only apply to the segment along --
 16 MR. TORRE: On Ponce itself.
 17 MR. WITHERS: That corridor along Ponce.
 18 MR. TORRE: I agree to that.
 19 MR. WITHERS: All right.
 20 MR. BEHAR: We have a motion. Do we get a
 21 second?
 22 MR. TORRE: I'll give it. I'll second.
 23 MR. BEHAR: Jill, can you please call the
 24 roll?
 25 THE SECRETARY: Venny Torre?

1 necessary. This was -- I think the original
 2 Ordinance was written back in, what did it say,
 3 ten, fifteen years ago, and since then, it's
 4 time to update that to allow more permanent
 5 generators to happen on single-family houses
 6 and properties.
 7 MR. BEHAR: And this has to do with,
 8 because of the carbon monoxide they would
 9 generate and we wanted it to be away from the
 10 opening, right?
 11 MS. GARCIA: Right.
 12 MR. BEHAR: And with the new generators --
 13 MS. GARCIA: It's not necessary.
 14 MR. BEHAR: Okay. Is that it?
 15 MS. GARCIA: Yeah.
 16 MR. BEHAR: Okay. Do we have any public
 17 comments?
 18 THE SECRETARY: No.
 19 MR. BEHAR: I'm going to close it to the
 20 public. Board discussion? Venny, do you want
 21 to start?
 22 MR. TORRE: No. I was just making sure, so
 23 the ones that are going to say yea or nay will
 24 be mechanical, electrical divisions, looking at
 25 the literature?

1 MS. GARCIA: Yes.
 2 MR. TORRE: And you propose it. If it
 3 meets it, they sign off on it.
 4 MR. BEHAR: My discussion that I want to
 5 bring up is that, there are cases, and I know
 6 of houses, and I'm going to us mine, for
 7 example, that I renovated my house, so it was
 8 not like I built my house and I had the
 9 opportunity. I am ten feet away from -- I have
 10 a 75-foot lot. So I'm ten feet away from one
 11 side and five from the other. The twenty
 12 percent combined requirement of setback. I can
 13 never do a permanent, because the setback,
 14 you're not allowed to put a permanent generator
 15 in a setback, right?
 16 MS. GARCIA: Right.
 17 MR. BEHAR: I mean, I think that something
 18 may need to be looked at, because, like me,
 19 there's -- how many houses do we have in Coral
 20 Gables, you know?
 21 MR. TORRE: You're saying, you want to
 22 maybe put it in the fifteen and maybe keep it
 23 five feet or --
 24 MR. BEHAR: Well, no. I'm saying, in the
 25 ten feet that I have, maybe we maintain a

1 MR. BEHAR: Call the roll, please.
 2 THE SECRETARY: Chip Withers?
 3 MR. WITHERS: Yes.
 4 THE SECRETARY: Venny Torre?
 5 MR. TORRE: Yes.
 6 THE SECRETARY: Luis Revuelta?
 7 MR. REVUELTA: Yes.
 8 THE SECRETARY: Robert Behar?
 9 MR. BEHAR: Yes.
 10 Excellent. We don't have any discussion
 11 item. Do we make a motion to adjourn?
 12 MR. TORRE: I move.
 13 MR. REVUELTA: Second.
 14 MR. BEHAR: All in favor?
 15 (All Board Members voted aye.)
 16 MR. BEHAR: Thank you.
 17 (Thereupon, the meeting was concluded at
 18 7:20 p.m.)
 19
 20
 21
 22
 23
 24
 25

1 five-foot setback for the generator, instead of
 2 the full ten feet.
 3 MS. REDILA: Arceli Redila, again.
 4 Actually, the interior side setback
 5 requirements for a generator is five feet
 6 minimum from the side property line. So
 7 generators are exempt from the twenty percent.
 8 MR. BEHAR: Thank you very much. I didn't
 9 know that.
 10 MS. REDILA: It's an Ordinance, and it's in
 11 Section 3 --
 12 MR. BEHAR: No, I believe you. That's on the
 13 record.
 14 Okay. Good. I like it.
 15 MR. WITHERS: Just now that Hurricane
 16 season is almost over, you'll put it in, right?
 17 MS. REDILA: Here it is.
 18 MR. BEHAR: Interior.
 19 MR. REVUELTA: Is the regulation of putting
 20 an emergency generator on a side street still
 21 in the Code?
 22 MS. GARCIA: Yeah, we're not touching that.
 23 MR. WITHERS: Okay. I'll move it.
 24 MR. BEHAR: So do we have a second?
 25 MR. TORRE: I will second it.

1 CERTIFICATE
 2
 3 STATE OF FLORIDA:
 4 SS.
 5 COUNTY OF MIAMI-DADE:
 6
 7
 8
 9 I, NIEVES SANCHEZ, Court Reporter, and a Notary
 10 Public for the State of Florida at Large, do hereby
 11 certify that I was authorized to and did
 12 stenographically report the foregoing proceedings and
 13 that the transcript is a true and complete record of my
 14 stenographic notes.
 15
 16 DATED this 12th day of August, 2022.
 17
 18
 19
 20
 21 _____
 22 NIEVES SANCHEZ
 23
 24
 25